

- 4.2.19.2** Contractor shall not bill the State for billable minutes used during which the calling party receives intercept messages attributed to service affecting events.
- 4.2.19.3** Contractor shall be responsible for seeking reimbursement for the processing of interstate and international calls from the FCC appointed fund administrator. At present NECA functions in this capacity.
- 4.2.19.4** FCC and NECA reimbursed minutes, including intrastate, interstate, international and toll-free shall be reported to the State Relay Administrator on the State's monthly invoice.
- 4.2.19.5** Contractor's monthly invoice to the State shall include a statement certifying the accuracy of all data used to generate the charges. Information regarding the individual authorized by the Contractor to certify accuracy of data shall be on the invoice including a signature line, signature, e-mail address, fax number and telephone number.

4.2.20 ADDITIONAL SERVICES

This RFP specifies minimum requirements for the State's relay services. Nothing in this section or other sections of the RFP is intended to prohibit a contractor from offering additional telecommunications services to users at no additional cost to the State. Contractors should specify any additional services that will be provided at no additional cost for which additional points may be awarded by the Evaluation Committee. The Contractor should also describe other services they could provide at a small additional cost.

4.2.21 ADDITIONAL REQUIREMENTS FOR FCC CERTIFICATION

Contractors shall identify other FCC requirements for certification related to TRS/CTS contractor operational, technical or functional performance not otherwise listed in this section of the RFP and specify how those requirements will be met.

4.2.22 IDENTIFICATION OF POSSIBLE ONEROUS PROVISIONS OF THIS RFP

In issuing this RFP, the State does not anticipate that it has added any requirements beyond those already required for FCC certification or part of a State's basic relay service that should add significantly to the cost per minute charged by a relay contractor. If a contractor agrees that there are no such requirements, it should so state. Alternatively, contractors should identify any such requirement and an estimate of the cost per minute that would have to be charged to meet it.

4.3 TRADITIONAL TRS REQUIREMENTS

4.3.1 FCC OPERATIONAL STANDARDS

4.3.1.1 COMMUNICATIONS ASSISTANT (CA)

- (i) TRS providers are responsible for requiring that all CAs be sufficiently trained to effectively meet the specialized communications needs of individuals with hearing and speech disabilities.
- (ii) CAs must have competent skills in typing, grammar, spelling, interpretation of typewritten ASL, and familiarity with hearing and speech disability cultures,

languages and etiquette. CAs must possess clear and articulate voice communications.

(iii) CAs must provide a typing speed of a minimum of 60 words per minute. Technological aids may be used to reach the required typing speed. Providers must give oral-to-type tests of CA speed.

(iv) TRS providers must make best efforts to accommodate a TRS user's requested CA gender when a call is initiated and, if a transfer occurs, at the time the call is transferred to another CA.

(v) TRS shall transmit conversations between TTY and voice callers in real time.

4.3.1.2 CONFIDENTIALITY AND CONVERSATION CONTENT.

(i) Except as authorized by section 705 of the Communications Act, 47 U.S.C. 605, CAs are prohibited from disclosing the content of any relayed conversation regardless of content, and with a limited exception for STS CAs, from keeping records of the content of any conversation beyond the duration of a call, even if to do so would be inconsistent with state or local law. STS CAs may retain information from a particular call in order to facilitate the completion of consecutive calls, at the request of the user. The caller may request the STS CA to retain such information, or the CA may ask the caller if he wants the CA to repeat the same information during subsequent calls. The CA may retain the information only for as long as it takes to complete the subsequent calls.

(ii) CAs are prohibited from intentionally altering a relayed conversation and, to the extent that it is not inconsistent with federal, state or local law regarding use of telephone company facilities for illegal purposes, must relay all conversation verbatim unless the relay user specifically requests summarization, or if the user requests interpretation of an ASL call. An STS CA may facilitate the call of an STS user with a speech disability so long as the CA does not interfere with the independence of the user, the user maintains control of the conversation, and the user does not object. Appropriate measures must be taken by relay providers to ensure that confidentiality of TRS users is maintained.

4.3.1.3 Types of calls.

(i) Consistent with the obligations of telecommunications carrier operators, CAs are prohibited from refusing single or sequential calls or limiting the length of calls utilizing relay services.

(ii) Relay services shall be capable of handling any type of call normally provided by telecommunications carriers unless the Commission determines that it is not technologically feasible to do so. Relay service providers have the burden of proving the infeasibility of handling any type of call.

(iii) Relay service providers are permitted to decline to complete a call because credit authorization is denied.

(iv) Relay services shall be capable of handling pay-per-call calls.

(v) TRS providers are required to provide the following types of TRS calls: (1) Text-to-voice and voice-to-text; (2) VCO, two-line VCO, VCO-to-TTY, and VCO-to-VCO; (3) HCO, two-line HCO, HCO-to-TTY, HCO-to-HCO.

(vi) TRS providers are required to provide the following features: (1) Call release functionality; (2) speed dialing functionality; and (3) three-way calling functionality.

(vii) Voice mail and interactive menus. CAs must alert the TRS user to the presence of a recorded message and interactive menu through a hot key on the CA's terminal. The hot key will send text from the CA to the consumer's TTY

indicating that a recording or interactive menu has been encountered. Relay providers shall electronically capture recorded messages and retain them for the length of the call. Relay providers may not impose any charges for additional calls, which must be made by the relay user in order to complete calls involving recorded or interactive messages.

(viii) TRS providers shall provide, as TRS features, answering machine and voice mail retrieval.

4.3.1.4 Handling of emergency calls

TTY-based TRS providers must use a system for incoming emergency calls that, at a minimum, automatically and immediately transfers the caller to an appropriate Public Safety Answering Point (PSAP). An appropriate PSAP is either a PSAP that the caller would have reached if he had dialed 911 directly, or a PSAP that is capable of enabling the dispatch of emergency services to the caller in an expeditious manner.

4.3.1.5 STS called numbers

Relay providers must offer STS users the option to maintain at the relay center a list of names and telephone numbers which the STS user calls. When the STS user requests one of these names, the CA must repeat the name and state the telephone number to the STS user. This information must be transferred to any new STS provider.

4.3.2 FCC TECHNICAL STANDARDS

4.3.2.1 ASCII and Baudot

TRS shall be capable of communicating with ASCII and Baudot format, at any speed generally in use.

4.3.3 ADDITIONAL SOUTH DAKOTA OPERATIONAL STANDARDS FOR TRS

4.3.3.1 Standard Relay Product Features

South Dakota's current Contractor, CSD / Sprint, provides Customer Service, State Options, Technical Features and Enhanced Features, as illustrated in Appendix A. Contractors must address their ability to provide all of the current services identified. The price per call minute in their proposal should be for relay services that include all features. To facilitate a comparison of proposals, contractors should review the list of features and indicate which services they provide, which they provide but in a different fashion and what those differences are, and which they do not provide. Contractors should list additional services they would provide that are not included on the Customer Service, State Options, Technical Features or Enhanced matrices.

4.3.3.2 Relaying the full content of communication

Communications Assistants (CAs) must convey the full content, context and intent of the communication they translate. CAs shall, to the best of their abilities, let the deaf or hearing-impaired user know the tone of voice the hearing caller is using. For example, they can type in parenthesis that a person is being rude, is yelling, is being humorous, is laughing, is impatient, or other characterizations of behavior. CAs shall also keep the user informed on the status of the call, such as dialing, ringing, busy, disconnected, on hold, or explaining the relay to a hearing caller. When speaking for the TTY user, the CA

shall adopt a conversational tone of voice appropriate to the type of call being made. CAs shall indicate to the TTY user if another person (hearing) comes on the line. CAs shall also announce to both parties to the call when there is a change of operators during a call.

4.3.3.3 Prohibited communications

CAs shall not counsel, advice or interject personal opinions or additional information into any relay call. This also means the CAs shall not make any value judgments on the obscenity of any messages. Furthermore, the CAs shall not hold personal conversations with anyone calling the South Dakota Relay Service. The State will not reimburse for any call minutes that violate this standard.

4.3.3.4 Preserving confidentiality

Proposals shall specify the policies the Contractor will use to preserve confidentiality. Such policies may include mechanisms employees are encouraged to use to prevent unintentional disclosure of relayed conversations, denying employment as CAs to those who have deaf family members or acquaintances, and other methods. Proposals shall specify the policy for handling violations of confidentiality.

4.3.3.5 CA community contacts

Contractor shall propose a method for a relay user to uniquely identify a relay agent in the event a complaint is filed or a user wants to praise the work of the CA. Contractor utilizing an in-state center shall describe how they will handle the confidentiality concerns related to possible social contact or the provision of other services by relay agents for members of the deaf and hearing impaired community that use the relay.

4.4 CAPTIONED TELEPHONE RELAY REQUIREMENTS

4.4.1 FCC MANDATORY STANDARDS FOR CAPTIONED TELEPHONE SERVICE (CTS)

FCC Regulations for the Provision of Captioned Telephone Relay Services (CTS) pursuant to Title IV of the Americans with Disabilities Act (ADA), Pub. L. No. 101-336, § 401, 104 Stat. 327, 366-69 (adding Section 225 to the Communications Act of 1934), as amended, 47 U.S.C. § 225. Following are MANDATORY MINIMUM STANDARDS of 47 C.F.R. § 64.601 – 64.606 that must be met by all contractors.

CTS Relay shall meet all provisions of FCC CC Docket No. 98-67 DECLARATORY RULING released August 1, 2003 with exception of the following: STS, HCO, CA requirements (interpretation of typewritten American Sign Language (ASL), oral-to-type tests, not refusing single or sequential calls, gender preferences), interrupt functionality, call release, and ASCII and Baudot format.

4.4.2 OPERATIONAL STANDARDS

4.4.2.1 Confidentiality and Conversation Content

Except as authorized by section 705 of the Communications Act, 47 U.S.C. 605, CAs are prohibited from disclosing the content of any relayed conversation regardless of content and from intentionally altering a relayed conversation.

4.4.3 ADDITIONAL CAPTIONED TELEPHONE SERVICE (CTS) TECHNICAL STANDARDS.

It is the State of South Dakota's intention to offer its citizens high quality and dependable captioned telephone relay service. As such, the following additional specifications must be addressed in the RFP process.

4.4.3.1 A contractor's CTS center shall be located within the United States.

4.4.3.2 CTS customers shall be able to place calls through the CTS relay from within South Dakota to any point in the world as well as place calls from all points outside South Dakota to any point within South Dakota.

4.4.3.3 CTS system shall provide calling party intercept messages. Describe how intercept messages will be used during service affecting events.

4.4.3.4 Toll-Free Telephone Support (Customer Service). Contractor shall provide toll-free telephone number(s) that are accessible from anywhere within the State for the purpose of telephone support (customer service) for CTS users. Contractor shall describe telephone support (customer service) that will be provided including telephone numbers, business hours, accessibility and types of customer services that will be offered.

4.4.3.5 The Contractor shall provide as part of its proposal
(i.) A letter from CapTel Inc. (CTI) confirming that they have a CapTel Service Supply Agreement with CTI;
(ii.) That the Contractor has not received any notice of default under such agreement; and,
(iii.) The terms of the Agreement are as long as the projected term of the contract to be awarded as a result of the RFP.

4.4.3.6 The Contractor shall, as part of its proposal, provide an email from the NECA fund administrator stating that they are approved to receive reimbursement for interstate and 2-line captioned telephone calls.

5.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

5.1 CONTRACTOR RESPONSIBILITY

The Contractor is cautioned that it is the Contractor's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The Contractor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

5.2 AGREEMENTS

Contractors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Contractors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds

for suspension and/or exclusion from specific procurements. Contractors and their agents who have questions regarding this matter should contact the buyer of record.

5.3 FINANCIALS

The Contractor may be required to submit a copy of their most recent audited financial statements upon the State's request.

5.4 PREVIOUS AGREEMENTS

Provide the following information related to at least three previous and current service/contracts, performed by the contractor's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years.

- a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
- b. Dates of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof.

6.0 PROPOSAL RESPONSE FORMAT

6.1 NUMBER OF COPIES

An original and six (6) copies shall be submitted.

6.1.1 In addition, the Contractor should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format. Contractors may not send the electronically formatted copy of their proposal via email.

6.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

6.2 FORMAT AND CONTENT REQUIREMENTS

Proposals should be a complete and concise description of the Contractor's ability to deliver materials, equipment or services. Proposals must be organized and presented in the order and by the number assigned in this RFP. Proposals should be typed and submitted on 8.5" X 11" paper and bound securely. Each heading and subheading should be separated by tabs or otherwise clearly marked. Maximum page allowance for the proposal is 300 pages. Contractor may request approval to expand the page limit by submitting written justification. All proposals must be organized and tabbed with labels for the following headings:

6.2.1 RFP Form. The State's Request for Proposal form completed and signed.

6.2.2 Executive Summary. The one or two page executive summary is to briefly describe the Contractor's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the Contractor. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.

6.2.3 Detailed Response. This section should constitute the major portion of the proposal and must contain at least the following information:

6.2.3.1 A complete narrative of the Contractor's assessment of the work to be performed, the Contractor's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Contractor's understanding of the desired overall performance expectations.

6.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP. Contractors shall respond to each paragraph and subparagraph of the section using the same numbering system. Contractors must respond directly to each paragraph and subparagraph either with a complete response or with at least a one-sentence summary response and a reference to a specific page number and paragraph in another document or attachment that is part of the proposal. Evaluation points may be assigned to each paragraph and subparagraph, so failure to respond to anything in the Statement of Work would at best result in none of the evaluation points being awarded or at worst the proposal being rejected as unresponsive.

6.2.3.3 A clear description of any options or alternatives proposed.

6.2.4 Cost Proposal. Cost will be evaluated independently from the technical proposal. Contractors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

The cost proposal must be submitted in a separate sealed envelope labeled "Cost Proposal" as outlined in section 1.5 of this RFP.

If a contractor's technical proposal is not accepted by the State, the cost proposal will be returned to the contractor unopened.

Cost will be evaluated independently from the technical proposal. Contractors may submit cost proposals for TRS only, CTS only or for both TRS and CTS. All costs related to the provision of the required services must be included in each cost proposal offered.

The cost proposal must be submitted in a separate sealed envelope labeled "Cost Proposal" as outlined in section 1.5 of this RFP. If a contractor's technical proposal is not accepted by the State, the cost proposal will be returned to the Contractor unopened.

This section of the proposal must contain the Contractor's fixed price per call minute for the total effort required to implement and operate the proposed services not otherwise paid for separately (see paragraph 4.2.15 of the Statement of Work). Estimated proposal prices are not acceptable. Payments will be based upon contracted services actually performed in accordance with the fixed price determined through this competitive bid. The State will reimburse the Contractor monthly at the fixed price rate for all billable call session minutes. To ensure that all contractors use the same criteria to determine billable call session minutes, a call session minute is defined as the time, in minutes and seconds, from the moment when a relay agent is ready to render assistance and/or ready to accept information to process a call until both relay users disconnect. This shall not include the time prior to the moment when a relay agent is ready to accept information to process a call, or time that the caller is in a queue or on hold waiting for the relay

operator. Each contractor will submit a total price per call minute (flat rate) based upon information derived from this RFP. It is anticipated that each contractor will carefully evaluate numerous factors in arriving at their proposed price. The effectiveness of the enhanced outreach and increased advertising could affect future call volumes. Efficiencies gained through anticipated technological advancements over the three years should also be considered. It is especially important that contractors consider the additional separate reimbursement available for advertising and outreach efforts of up to \$100,000 per year under paragraph 4.2.15 that must often be included in the overall cost per call minute in other states. A final consideration should include the presence of the State's mechanism that gives it the ability to impose modest billing adjustments for missing average speed of answer or blockage rate performance standards and not making reasonable efforts to solve the problems (paragraph 4.2.17).

Contractors must submit a firm price quotation for years one (1) through three (3) of the Agreement. Estimated prices or incomplete prices may be used as a basis for rejection of a proposal. The price contained in the Contractor's proposal shall be binding for the initial three years of the Agreement period. For the next two one-year extensions which may be granted at the sole discretion of the State, the price can not be increased by more than five percent (5%) each year unless the Contractor and the State mutually agree that a 5% cap is unrealistic or unfair. No deviations, qualifications or counter offers will be accepted. The State reserves the right to reject any and all proposals.

6.3 MANAGEMENT COMPONENT

- 6.3.1** Provide comprehensive descriptive information about the company that will be providing the relay service; a delineation of the relationship between the Contractor and any and all subcontractors; general internal management procedures for accomplishing the activities and an overview of any existing relationships with the State. Provide information on key individuals on the management team, including the account representative, that will be responsible for instituting and maintaining the relay services. Provide an organization chart that demonstrates how relay services and individual relay centers fit into the overall organization.
- 6.3.2** The Contractor, together with any subcontractors, must demonstrate that they have the financial resources to perform all requirements of this RFP. The Contractor must demonstrate that they can financially carry out all start-up and expansion costs to provide the State's relay services for the first two months before it receives reimbursement from the State under the normal billing/payment process without endangering the Contractor's financial stability. The Contractor must demonstrate adequate financial funding and technical ability to handle the relay calls that will be generated by the State, including possible 5% increases in call volumes each year. The Contractor shall also demonstrate that they have the depth of personnel resources necessary to carry out all aspects of this RFP within existing financial constraints.
- 6.3.3** Contractors shall provide sufficient information to allow the evaluation committee to determine the scope of the Contractor's experience, which would enable them to provide the type of services described in this RFP. The Contractor shall describe all experience they have had in providing relay services or telecommunications equipment. Two or more year's experience in providing a State Telecommunications Relay Service is desired. For applicable experience contractors should provide a description of services, the state in which they were performed, the names and phone numbers of State Relay Administrators or other persons within those entities who were responsible for evaluating the quality of services rendered and compliance with the contractual obligations.

Contractors should list states and contact persons in those states for which it provided relay services previously, but lost the agreement to another contractor. Similarly, contractors should list states and contact persons in those states for which it now provides relay services which had previously contracted with another contractor. Contractors currently providing relay services for other states should provide current call volume data to provide a context for the provision of relay services to South Dakota.

- 6.3.4** Contractors shall describe their commitment to recruiting and hiring people with hearing or speech impairments or other mechanisms used to ensure that the needs and desires of relay users are considered in the provision of relay services.

7.0 PROPOSAL EVALUATION AND AWARD PROCESS

7.1 COMPARATIVE ASSESSMENT

After determining that a proposal satisfies the mandatory requirements stated in the RFP, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:

- 7.1.1** Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
- 7.1.2** Resources available to perform the work, including any specialized services, within the specified time limits for the project;
- 7.1.3** Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
- 7.1.4** Proposed project management; and
- 7.1.5** Cost

7.2 EXPERIENCE

Experience and reliability of the Contractor's organization are considered subjectively in the evaluation process. Therefore, the Contractor is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

7.3 PERSONNEL QUALIFICATIONS

The qualifications of the personnel proposed by the Contractor to perform the requirements of this RFP, whether from the Contractor's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the Contractor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

7.4 STATE RIGHT OF REFUSAL

The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.

7.5 TERMS OF AGREEMENT

The requesting agency and the highest ranked contractor shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.

7.5.1 If the State and the highest ranked contractor are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the State, the State shall, either orally or in writing, terminate negotiations with the Contractor. The State may then negotiate with the next highest ranked contractor.

7.5.2 The negotiation process may continue through successive contractor, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

APPENDIX A: STANDARD RELAY FEATURES

Customer Feature	Benefit
1. Answering Machine Retrieval	Relay users can retrieve voicemail or answering machine messages at their same location or through voice processing solution.
2. ASL to Conversational English	Relay users with minimal English skills can communicate fully. CAs translate to assist in clearer understanding. Alternately, CAs will follow instructions if the caller requests verbatim relay.
3. Average Speed of Answer	Relay users are answered quickly meeting the FCC minimum requirements related to speed of answer.
4. Background Noises	Text relay users receive background noises through CA's tying in parenthesis with quick access to 272 background noises.
5. Beepers and Pagers	Relay users have functionally equivalent access to beepers and pagers.
6. CA Typing Speed	Relay users receive quick and accurate typing. Recent evaluation showed an average typing speed of 79.4 wpm with over 95% accuracy.
7. Caller ID	Caller ID featuring SS7 technology is used to deliver the ten digit phone number of the calling party, when not blocked through the LEC for local and toll calls.
8. CapTel to TRS Call types	CapTel users can communicate with other Relay users. The calls will arrive as inbound Voice to outbound TTY, VCO or HCO calls. CapTel users can also connect to Relay as a VCO relay user by dialing 711 from their CapTel phone. The user can then place calls to relay users, e.g. VCO to TTY, VCO to VCO, or VCO to HCO calls.
9. Carrier-of-Choice	Relay users can choose their preferred Carrier for Intrastate, InterLATA, IntraLATA and International.
10. Cellular/PCS Phone Access	Relay users can dial 711 or toll free number(s) to complete Relay calls.
11. Credit for Wrong Numbers	Relay users can get immediate credits for toll calls when the wrong numbers is reached.
12. Customer Branding	Relay users can select how they would like their calls answered each time they call in. This preference overrides the self-learning database feature.
13. Deaf-Blind Pacing (Slow-typing)	Deaf-Blind relay users can receive slower transmission at 15 wpm (or any 5-wpm increment) in order to catch the whole conversation. This is done automatically rather than just telling the CA to type slower.
14. Dialed Number Verification	Text relay users receive verification of the number they are dialing to ensure that the correct number is being connected.
15. Directory Assistance (Intrastate/Interstate)	Relay users can dial Directory Assistance at rates no greater than that of traditional voice users. When the number is obtained, the caller may choose to place the call through the Relay or dial direct.
16. Emergency Calling (E911)	Relay users can obtain emergency services (911) through Relay.
17. Error Correction	Text relay users enjoy more accurate text messages as over 500 words are automatically corrected as the

	CA types.
18. Frequently Dialed Numbers	Relay users can set up "speed dial" lists through the Relay.
19. Gender of the CA	Relay users can request the gender of CA. This gender of the CA is transmitted to text-based users.
20. HCO Permanent Branding	HCO users are answered with a special greeting: (Service identifier) 1234 May I have the numbering you are calling please?
21. HCO-HCO	HCO users can contact HCO users through the Relay. The CA will voice to both parties what is typed on each user's TTY.
22. HCO-TTY	HCO users can contact TTY users through the Relay. HCO users can listen while the CA is reading/voicing the TTY user's typed message. The HCO user types their conversation directly to the TTY user.
23. Hearing-Carry-Over (HCO)	Speech-impaired users with normal hearing can listen to the person they are calling with HCO. The HCO user types his/her conversation for the CA to read and voice to the standard (voice) telephone user.
24. HCO with Privacy	HCO users can choose to keep their conversations more private by requesting that the CA not hear the voice caller speaking. The Relay CA will only voiced responses from the HCO user to the voice user.
25. Inbound International	Relay users can access Relay from any international destinations outside of United States through a international inbound 10-digit number.
26. Last Number Redial	Relay users can request the CA to redial their last number by requesting "Last Number Redial" or "LNR".
27. Local/Extended Area Service	Relay users who subscribe to extended area service plans receive equivalent service through the Relay.
28. Machine Recording Capabilities	Relay users can select to receive entire recordings on the first call without redials. The CA software can record the recording and type it at a normal pace.
29. Pay-Per-Call	Relay users can dial 900 calls via relay via a toll-free 900 number which observes LEC restrictions so that customers do not have to register blocks with the Relay.
30. Remote Access to Customer Profile	Relay users can access their profile when not calling in from their registered telephone number by providing identifying information and password.
31. Restricted 800/888/877/866/855	Relay users can reach regionally restricted toll-free.
32. Reverse 2-Line VCO	A VCO user receives a call from a voice user first then dials/connects the Relay CA.
33. Spanish-to-Spanish	Spanish-speaking relay users can access South Dakota Relay through proficient bilingual (Spanish) CAs and full functionality.
34. Speech-Challenged Indicator	Speech-challenged users (HCO) can type "S" to inform the CA that they will be utilizing HCO.
35. Speech-to-Speech (STS)	Speech-challenged users can speak with assistance of specialized CAs.
36. Speech-to-Speech Busy Line Verification	STS users will be able to immediately confirm the STS CA dialed the right number if a busy signal is reached. The STS CA will repeat the number aloud to confirm.
37. Speech-to-Speech to TRS	STS users can communicate with other users of relay

	including Voice, TTY, VCO, HCO or STS.
38. Speech-to-Speech using Spanish	Spanish speaking STS users can speak directly to others with the assistance of specialized bilingual CAs.
39. Speech to Speech with Privacy	A STS user can speak directly to the CA without the other party hearing the STS user's voice. The CA will then re-voice the message to the other party.
40. Text protocols	Relay users can access South Dakota Relay using TTY (Baudot), ASCII, TurboCode™, or Enhanced Turbocode.
41. Toll Discounts	Relay users will receive 50% off of Sprint MTS rates interstate toll calls.
42. Transfer capabilities	Voice or TTY relay users needing a specialized CA or different department (e.g. Customer Service) can be transferred without hanging up.
43. TRS Customer Service	Relay users can reach TRS Customer Service, which is available 24 hours-a-day, 7 days-a-week to request information, or to offer commendations and submit complaints.
44. TTY Operator Services (OSD)	Relay users can access TTY Operator services to complete TTY-to-TTY calls; obtain Directory Assistance; or receive credit for erroneous billing.
45. TTY to TTY (Call Release)	TTY users can use relay to call another TTY when a CA is necessary to set up the call.
46. TurboCode™	Relay users can enjoy quicker transmission (up to 110 wpm) and interrupt when using South Dakota Relay with Turbocode.
47. Two-line HCO	HCO users with two telephone lines can use one line to hear the hearing person directly while the other line is used to type to the CA simultaneously.
48. Two-line VCO	VCO users with two telephone lines can use one line to speak directly to the hearing person while the other line is used to receive the CA's typed responses simultaneously. Two-Line VCO offers a more natural flow of conversation without pauses required with single line calls.
49. Variable Time Stamp Macro	Relay users can receive the last few words relayed if the person on the other line disconnects while they are typing.
50. VCO Permanent Branding	VCO callers can automate the set-up the call without typing with a permanent VCO brand greeting macro.
51. VCO w/ Privacy/NO GA	VCO users can choose to keep conversations more private by requesting that the CA not hear the VCO caller speaking. The Relay CA will only listen to the hearing party and type the conversation to the VCO user.
52. VCO-HCO	VCO users can contact HCO users through the Relay. The VCO user speaks directly to the HCO user and the HCO user types their conversation directly to the VCO user.
53. VCO-TTY	VCO users can contact TTY users through the Relay. The VCO user can use his/her own voice and the CA will listen to the VCO caller's spoken words then type the message to the TTY user. The TTY user types directly to VCO user without any CA interaction.

54. VCO-VCO	VCO users can contact other VCO users through the Relay. The CA listens to VCO users speak and type the spoken words for the parties at both ends.
55. Voice Call progression	Voice or HCO users can listen during call set-up i.e. ringing, busy.
56. Voice-Carry-Over (VCO)	Deaf or Hard-of-Hearing people who prefer to use their own voice can speak directly to the party they are calling. The CA types the voiced responses back to the VCO user who can read the typed messages across the TTY screen.
State Options	Description
1. CA Identification	The state may select how it would like CAs' announced (e.g. "Relay Operator", "CA", "Relay Agent").
2. Dialing Verification	The state may decide what information they would like to be displayed to text users when the CA dials the call including: Type of call (local, LD, Toll, Toll-free, 900) Number Verification (XXX-XXX-XXXX)
3. Roaming	The state has many options to allow or restrict access to the state relay service including: <ul style="list-style-type: none"> • Unrestricted – allowing callers from anywhere in the US to place calls using TRS • Restricted- allowing TRS users to use the service from anywhere in the nation after providing in-state verification (telephone number) • No Roaming – TRS calls must originate or terminate in the State of South Dakota
4. Service Identification for text users	The state may modify their state greeting as it appears to text users. (e.g. "South Dakota Relay" or "South Dakota TRS")
5. Toll free Number Configuration	The state can select how each toll free number is configured. Different options include: <ul style="list-style-type: none"> • If customer preferred answer type should be used or if all calls should be answered following default communication mode (e.g. STS, VCO) • Default answer type if not known
6. Service Identification for voice users	The state may modify their state greeting as it is voiced to hearing users. (e.g. "South Dakota Relay" or "South Dakota TRS" or "South Dakota Relay Service")
7. 7-1-1	With cooperation of Local Exchange Companies, the Relay can accept 711 calls.
8. Enhanced Modems	TRS modems support enhancements in ASCII communication protocols. The capabilities include auto detection; connections with modems up to 14.4k; and faster ASCII detection (3 seconds).
9. Intelligent Call Router	Dynamic Call Routing technology automatically and seamlessly routes Relay calls to the first available English or Spanish CA in the network.
10. Intercept Message	Sprint provides intercept messages in voice and TTY in event of system failure occurrence within the Relay switch, Center, or outbound circuits.
11. Self-learning Database	Sprint's platform automatically tracks

Enhanced Features Matrix

(The cost for the enhanced features is not to be included in the vendors cost per minute.)

Internet-based Relay Service	Description
1. IP Relay	IP based relay service is available 24/7/366 and is compliant with all existing FCC requirements.
4. VRS Relay	Video Relay Service (VRS) available for American Sign Language users who have access to high speed internet, a personal computer and a web camera. Downloadable software provides access to other video users as well as speed dial for hearing contacts.

n



Federal Communications Commission
Washington, D.C. 20554

July 16, 2008

RECEIVED
JUL 21 2008
DHS
Rehabilitation Services

Mr. Grady Kickul, Director
Division of Rehabilitation Services
Hillsview Properties Plaza, East Highway 34
c/o 500 East Capitol
Pierre, SD 57501-5070

Re: Telecommunications Relay Services (TRS); Application No.: TRS-60-07; CG Docket No. 03-123

Dear Mr. Kickul:

Pursuant to Title IV of the Americans with Disabilities Act of 1990, section 225(f)(2) of the Communications Act of 1934, as amended, 47 U.S.C. § 225(f)(2), and section 64.606(b) of the Commission's rules, 47 C.F.R. § 64.606(b), the Application of the State of South Dakota for certification of its Telecommunications Relay Services (TRS) program, Application No. TRS-60-07, is hereby **GRANTED**. On the basis of its application, the Consumer & Governmental Affairs Bureau (Bureau) has determined that:

- (1) the TRS program of the State of South Dakota meets or exceeds all operational, technical, and functional minimum standards contained in section 64.604 of the Commission's rules, 47 C.F.R. § 64.604;
- (2) the State of South Dakota's program makes available adequate procedures and remedies for enforcing the requirements of the TRS program; and
- (3) the State of South Dakota's TRS program in no way conflicts with federal law.

The Bureau also has determined that the State of South Dakota's intrastate funding mechanism is labeled in a manner that promotes national understanding of TRS and does not offend the public, consistent with section 64.606 of the Commission's rules, 47 C.F.R. § 64.606(d).

Because the Commission may adopt further changes to the rules governing relay programs, including state relay programs, the certification granted herein is conditioned on a demonstration of compliance with any new rules ultimately adopted by the Commission. The Commission will provide guidance to the states, U.S. territories, and the District of Columbia on demonstrating compliance with such rule changes.

This certification shall remain in effect for a five year period, beginning July 26, 2008, and ending on July 25, 2013, pursuant to 47 C.F.R. § 64.606(c). One year prior to the expiration of this certification, July 25, 2012, the State of South Dakota may apply for renewal of its TRS program by filing documentation in accordance with the Commission's rules, pursuant to 47 C.F.R. §§ 64.606(a) and (b).

Sincerely,

Thomas Chandler
Chief, Disability Rights Office
Consumer & Governmental Affairs Bureau



Federal Communications Commission
Washington, D.C. 20554

October 4, 2007

RECEIVED

OCT 09 2007

DEPT. OF
HUMAN SERVICES

Jerry Hofer, Secretary
South Dakota Department of Human Services
Division of Rehabilitation Services
Hillview Properties Plaza, East Highway 34
c/o 500 East Capitol
Pierre, SD 57501-5070

Re: Telecommunications Relay Services (TRS)
CGB 03-123

Dear Mr. Hofer:

Thank you for filing the above-referenced state Telecommunications Relay Service (TRS) application for certification, pursuant to section 64.605 of the Commission rules, 47 C.F.R. § 64.605.

This letter is to acknowledge receipt of your state's application for re-certification.

Any questions regarding this letter may be directed to me at 202-418-2498, TTY 202-418-1169, or Pam.Gregory@fcc.gov.

Sincerely,

A handwritten signature in cursive script that reads "Pam Gregory".

Pam Gregory
Special Advisor
Disability Rights Office
Consumer & Governmental Affairs Bureau



**STATE OF SOUTH DAKOTA
DEPARTMENT OF HUMAN SERVICES
DIVISION OF REHABILITATION SERVICES**

12SC195014
13SC195014

**Purchase of Services Agreement
Between**

Communication Service for the Deaf,
Inc.
CSD
102 N Krohn Place
Sioux Falls, SD 57103

State of South Dakota
Department of Human Services

Division of Rehabilitation Services
Hillsview Plaza, East Highway 34
c/o 500 East Capitol
Pierre, SD 57501-5007

Received & Inspected

NOV 16 2012

FCC Mail Room

Referred to as Provider

Referred to as State

1. The Provider's federal employer identification number is 46-0332149.
2. This is a vendor-type contractual agreement for procurement of goods or services. While performing services hereunder, Provider is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
3. DESCRIPTIONS, METHODS AND LOCATIONS OF SERVICES:

This agreement is made to procure telecommunications relay services (TRS) which include captioned telephone relay services that are authorized by statute. See Attachment 1 for Introduction, Background, Overview, Requirements, and Scope of Work requirements as identified in RFP # 24915 for the State of South Dakota Telecommunications Relay Services.

4. PERIOD OF PERFORMANCE:

This agreement shall be effective as of June 1st, 2010 and shall end on May 31st, 2013, unless sooner terminated pursuant to the terms hereof.

The duration of the agreement shall be three years with the option for renewal by the State for two additional one year periods. The State shall have the option to renew the agreement under the same terms and conditions, for one (1) year intervals. Notice of intent to renew shall be given by the State to the Provider as mutually agreed upon prior to the end of the current agreement term. If the notice of intent to renew is given, the agreement shall renew unless terminated by either party pursuant to the termination provision of the agreement.

5. BASIS OF AGREEMENT AMOUNTS:

The rate and amount for services purchased have been determined on the following basis:

Telecommunications Relay Service:

The State will reimburse the provider monthly at a fixed price rate of \$1.08 per billable call minute for intrastate telecommunications relay service minutes and \$1.60 per billable call minute for intrastate captioned telephoned relay service as per the cost proposal submitted by the provider.

Estimated call volume for FY11 is 172,572 minutes for traditional telecommunication relay and 422,060 minutes for captioned telephone relay services. The number of minutes may be amended to reflect changes in volume.

The total amount of this agreement is based on the estimated call volume and will not exceed \$861,673.00 annually for minute usage. As the number of minutes may be amended, so may the total amount of the agreement.

Outreach:

Up to \$100,000 of additional reimbursement per year will be made available on a dollar-for-dollar basis for community outreach efforts pre-approved by the State's Relay Administrator. See section 4.2.15 in Attachment 1 regarding Community Outreach.

6. SCOPE OF WORK

The Provider will perform those services described in the Statement of Work (See Attachment 1) which will be incorporated into the agreement by reference.

7. USE OF STATE EQUIPMENT

The Provider will not use State equipment, supplies or facilities including state telecommunication services.

METHOD AND SOURCE OF PROVIDER PAYMENT:

Provider agrees to submit an initial bill for services within 30 days following the end of the month in which services were provided. If the provider cannot submit a bill within the 30-day timeframe, a written request for an extension of time must be provided to the State. If a bill has not been received by the State, the State reserves the right to refuse payment. Final billing for contracts ending May 31, 2011 must be received by the State by June 3, 2011.

An exception to this is when a provider is waiting for program/funding eligibility determination and billing cannot be made within 30 days. Valid adjustments and/or voiding of claims can continue to occur past the 30-day timeframe.

8. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding Department of Human Services' rules, regulations and policies to the Provider and to assist in the correction of problem areas identified by the State's monitoring activities.

9. LICENSING AND STANDARD COMPLIANCE:

The Provider agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Provider's failure to ensure the safety of all individuals served is assumed entirely by the Provider.

10. ASSURANCE REQUIREMENTS:

The Provider agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Debarment and Suspension, Drug-Free Workplace, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Charitable Choice Provisions and Regulations, Deficit Reduction Act of 2005, and American Recovery and Reinvestment Act of 2009 as applicable.

11. RETENTION AND INSPECTION OF RECORDS:

The Provider agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. The Provider shall retain such records for six years following termination of the agreement. If such records are under pending audit, the Provider agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this agreement.

All payments to the Provider by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this agreement shall be returned to the State within thirty days after written notification to the Provider.

12. AUDIT REQUIREMENTS:

If the total of all Department of Human Service funding is greater than \$500,000 during the Provider's fiscal year, the Provider agrees to submit to the State a copy of an annual entity-

wide, independent financial audit. The audit shall be completed and filed with the Department of Human Services by the end of the fourth month following the end of the fiscal year being audited. The audit should be sent to:

Department of Human Services
 Provider Reimbursements and Grants
 3800 East Highway 34
 c/o 500 East Capitol
 Pierre, SD 57501

Audits conducted in accordance with this provision shall contain, as part of the supplementary information, a cost report as outlined by the Department of Human Services to include Schedule A, Schedule B, Attachment A, and Attachment B. Attachment 1 shall be submitted annually and directly to the Department of Human Services within the same time frame and is not considered part of the audit.

If federal funds of \$500,000 or more have been received by the Provider the audit shall be conducted in accordance with OMB Circular A-133 by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Audits shall be completed and filed with the Department of Legislative Audit by the end of the fourth month following the end of the fiscal year being audited. For an A-133 audit, approval must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
 A-133 Coordinator
 427 South Chapelle
 % 500 East Capitol
 Pierre, SD 57501-5070

For either an entity-wide, independent financial audit or an A-133 audit, the Provider assures resolution of all interim audit findings. The provider shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the Department or its' contractor(s) may perform.

Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely satisfied.

13. TERMINATION:

This agreement may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by the State for cause at any time, with or without notice. On termination of this agreement all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

14. FUNDING:

This agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reduction, this agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

15. AMENDMENTS:

This agreement may not be assigned without the express prior written consent of the State. This agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

16. CONTROLLING LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

17. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this agreement are superseded by the terms of this agreement, and except as specifically provided herein, this agreement constitutes the entire agreement with respect to the subject matter hereof.

18. SEVERABILITY:

In the event that any provision of this agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. NOTICE:

Any notice or other communication required under this agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Provider, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

20. SUBCONTRACTORS:

Provider will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this agreement. Provider will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

21. HOLD HARMLESS:

The Provider agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Provider to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

22. INSURANCE:

a. Commercial General Liability Insurance:

Provider shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit.

b. Business Automobile Liability Insurance:

Provider shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$ 500,000.00 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

c. Workers' Compensation Insurance:

Provider shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

d. Professional Liability Insurance:

Provider agrees to procure and maintain professional liability insurance with a limit not less than \$ N/A

Before beginning work under this agreement, Provider shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this agreement and which provide that such insurance may not be canceled